General Terms and Conditions (GTC) - Iterative Daten Modellierung Jens Buttler

07 December 2020

The following General Terms and Conditions (GTC) are part of the contract between the customer and Iterative Daten Modellierung Jens Buttler (also referred to as the provider).

§ 1 Scope

1. The offered (cloud) services of the provider are exclusively based on these terms and conditions. Without our express written consent, we do not accept other terms and conditions.
2. These terms and conditions also apply to all future business between provider and customer, as far as it concerns legal transactions of a related nature.
3. The provider may transfer his rights and obligations under this contract to one or more third parties. In this case the customer may terminate the contract without notice.
4. The provider is allowed to send information concerning the contract to the customer's e-mail address.

§ 2 Changes to the Terms and Conditions

The provider is entitled to change these terms and conditions with an appropriate notice period if the changes are reasonable for the customer. If the customer does not object to the change within the notice period, the change is considered as approved. The provider will inform the customer in the change notice that the change will take effect, if the customer does not object to the change within the notice period.

§ 3 Offer and Contract

1. Iterative Daten Modellierung Jens Buttler is a provider of cloud services (also called Software as a Service). The processed data of the services are sent / received via the Internet. For our services we use cloud infrastructure of external providers.
2. A contract is concluded when the customer has placed an order via our homepage / online shop and the provider accepts the order by sending the access data of the service to the customer. The access data will be sent to the customer's e-mail address.
3. The provider endeavors to process the order within five working days and, in the case of acceptance of the order, also to send the access data within this period.
4. All our offers are without engagement.

§ 4 Contract Period and Termination

1. The contract period is stated in the product description. The contract is automatically extended by this period, unless the contract is terminated in time by the customer or provider.
2. If the contract period is shorter than or equal to one month, the notice period is three weeks, otherwise the notice period is one month.
3. The start date of the contract is the day on which the provider sends the customer the access data for the service.
4. The termination must be done in written form (by email or letter).

5. Upon termination of the contract, the provider is entitled to delete the data stored in the service.
6. The right of both, customer and provider, to terminate the contract for an important reason remains unaffected. An important reason could be:
   o the availability described in § 9 is not met
   o the customer is in repeated default of payment (at least two monthly fees) or culpably violates his obligations in these terms and conditions.

§ 5 Pricing and Payment

1. The fees are payable in advance for the respective contract term, unless a shorter or different billing period has been agreed. The deduction of discount is only permitted with a written special agreement.
2. The prices and conditions stated in the respective offer / product apply.
3. Unless otherwise agreed, invoices are payable within 10 days of invoicing. Interest on arrear: of 5% above the base interest rate p.a. and an additional fee of forty (40,00) €. The assertion of a higher damage caused by default remains reserved.
4. If the payment of the invoices has been agreed to be done with the SEPA direct debit scheme, the period during which the provider has to announce the SEPA direct debit ("Pre-Notification") is at least one day. The customer must ensure sufficient coverage on the bank account specified. A SEPA mandate also applies to newly communicated bank details of the customer.
5. The customer has to reimburse the provider for additional costs incurred during payment transactions (like return debit notes), but only if they are the result of the customers' culpable conduct.
6. If the customer is in default of payment, the provider may block services.
7. The provider may change the prices to the beginning of the next contract term with a reasonable notice period of at least one month. If the customer does not object to the change within the period, the change is considered approved. The provider will inform the customer in the change notice that the change will take effect, if the customer does not object to the change within the notice period.
8. For each payment transaction, the provider sends an electronic invoice to the customer's e-mail address. If the customer requires the postal delivery of an invoice, the provider may charge a fee of 2.00 € per invoice.
9. All prices are exclusive of the applicable VAT.

§ 6 Right of retention

The customer is only entitled to assert a right of retention if such a right is based on the same contract.

§ 7 Right of use

1. The customer receives a simple right of use for the duration of the contract, unless otherwise agreed. It is not permitted to grant third parties rights of use: In particular, resale is not allowed. Please contact us if you want to resale services.
2. The customer receives the simple right to use the service in accordance with the copyright law. The right of use expires upon termination of the contract between the provider and the customer. The customer is hereby informed that the data in the service will not be sent to the customer after the right of use has expired. If the

customer wishes to reuse the data after the end of the contract, the customer is obliged to archive / back up the data on an external storage before the end of the contract.

3. The content, texts or other media provided may be used only during the contract period to design / configure the service. It is not permitted to grant third parties rights of use. After termination of the contract, they have to be deleted.
4. If one these conditions is violated, the provider is entitled to block the service until the customer proofs the legality.

§ 8 Subject of the contract

1. The subject of the contract is the selected version of the cloud service IDA (Iterative Data Management Application). In the service, the customer can configure individual business objects and store and manage data for these business objects. Detailed information about the functions of the service can be found in the overviews of the products, which are available at iterative-daten-modellierung.de/shop.
2. For the provision of the services referred to in § 8 paragraph 1, the provider uses only (virtual) cloud servers (of external cloud providers), which are located in a data center in Germany.
3. You can use the functions of the service after receiving the access data. Please note that the configuration of the data models and business objects, has to be done by yourself (by the customer). The functions for configuring the data model are available in the service. Only after the data model has been configured, their business objects can they be processed. Importing / creating the data of these business objects is also up to the customer.
4. The domains required to access the services remain in the possession of the provider and may be modified by the provider. The provider must announce changes to the customer within a reasonable period of time.
5. The provider reserves the right to change the functions / scope of services, as long as the purpose of the contract is not significantly changed and the change does not seem unacceptable to the customer. Functions may need to be changed for reasons of security, availability or stable operation. The provider will announce changes thin a reasonable period of time.
6. There are no general restrictions for the maximum number of records that can be stored per business object in the service. However, higher-volume operations can impact performance and run-time behavior.
   - There are specific restrictions for configuration meta data (for example, the maximum number of business objects per iteration or the number of properties per business object, which are available in the manual at www.help.iterative-daten-modellierung.de).
   - The provider expressly informs the customer that the service is designed for up to 1,000,000 records per business object.
7. The customer has a storage space of at least 20 GB (gigabytes) to store his data, unless another (higher) value is specified in the product description. The following properties apply in particular to the storage:
   - Both, the customer's business objects and the metadata (including jobs and (log) files), occupy space.
   - Attachments (Files) always consume the space of the underlying file.
   - A data record (of a business or configuration object) requires storage space depending on its attributes:
       - Alphanumeric attributes: Bytes equal to the maximum length of the text times 2 are required.

- For all other attributes (except the file attachments) 10 bytes are needed.
- Attributes which contain multiple values (like lists) require storage space for each value.
- Double storage space is required for: Attributes of the natural key, references and attributes which contain multiple values.
  - In the service, the data is divided into iterations. Each iteration occupies the storage space completely separately.
  - The following example illustrates the usage of the storage space of business objects:
    - A total of 10 iterations are defined.
    - There are 12 business objects in each iteration.
    - 10 of the business objects have 9 alphanumeric attributes (one of them is the natural key) with a maximum length of 20 and 20 other attributes (10 bytes each). So each data record requires 600 bytes. Each of the business objects has 100,000 records.
    - 2 of the business objects have 9 alphanumeric attributes (one of them is the natural key) with a maximum length of 20 and 10 other attributes (10 bytes each), as well as a file attachment of 100 KB. In the approximation of the total storage space 100 KB is used for the record size (100 KB = approx. 100,000 bytes). Both business objects have 5,000 records.
    - The total storage space of the business objects would amount to approximately 16 GB: 10 iterations * (10 business objects * 100,000 data records * 600 bytes + 2 business objects * 5,000 data records * 100 KB) = approx. 16 GB
  - The functions for importing archives or importing CSV files temporarily require additional storage space.
8. The provider uses cloud servers (of external cloud providers) for the services. These may have limitations of the volume of data transferred via the Internet (also called data transfer volume). The following applies to the data transfer volume of the services we offer:
   - For each instance of a service, a monthly data transfer volume of 10 gigabytes is available (unless a higher value is specified in the product description).
   - If the respective data transfer volume is exceeded in one month, the additional costs incurred will be charged to the customer for that month, however, not more than 10 Euro-Cents per GB.
   - The data transfer volume includes all data transfers used for the service (both incoming and outgoing data).
9. If the provider provides tasks free of charge, that are not the subject of the respective product / service, the provider may stop providing them at any time without giving any reason.

§ 9 Availability

1. According to current state of technology, despite the utmost care, program errors and system-inherent faults cannot be ruled out. This also includes system maintenance, security or capacity issues as well as events that are beyond our control (e.g. failures of public networks, force majeure) that could lead to downtimes or a loss of use. Also failures of the infrastructures of our external cloud providers can lead to a loss of use. It is also not possible to use software or services that detect all existing malware, virus,

etc. Therefore, no 100% availability of the service can be guaranteed, not even with a properly running system. As far as such circumstances affect the availability or functions of the service provided, this has no effect on the conformity of the contract.

2. The guaranteed availability of the services is specified by the provider as a percentage of the annual average. The availability is defined in the product descriptions (iterative-daten-modellierung.de/shop) or if no availability is specified in the product description, availability is on average at least 97%. This does not apply to periods when the technical infrastructures on which the services run have failed due to technical or other issues beyond the provider's control (e.g. force majeure, third party fault, etc.).

3. In the event of a loss of use or system downtime, the customer shall not be entitled to any compensation or reimbursement of expenses.

4. When calculating downtime, the start time is based on the time the error message was received (the error message sent by the customer to the provider) or the time at which the provider detected the downtime itself.

5. The Provider will periodically perform maintenance tasks and work on the systems on which the services are running to ensure network operation, maintain network integrity, interoperability and data privacy. During the maintenance, the service may be not available or only limited. Downtimes and unavailability of the services during necessary maintenance do not count as disturbances. The maintenance tasks are performed as follows:
   - No separate customer information is provided for the following periodic scheduled maintenance. The indicated times are valid for Central European Time UTC + 1.
     - Weekly: Thursdays 23:00 to Friday 6:00
     - Weekly: Sundays 23:00 to Monday 6:00
     - Monthly on the last Thursday of the month: Thursdays 18:00 to Friday 6:00
   - In urgent cases, unscheduled maintenance may be required. For example, urgent maintenance may be required if there are vulnerabilities that pose an acute threat to system or data security. The provider endeavors to reduce the unavailability (or to avoid it if possible). The provider informs the customer (e.g. by e-mail) prior to the start of this maintenance work or, in the case of acute risks, can carry out the maintenance work immediately and then notify the customer.

6. The maintenance tasks and work mentioned in § 9 (5) also include updates and upgrades as far as they are reasonable for the customer. Updates and upgrades may include not only updates of existing functions (including their user interfaces), but also new functions.

§ 10 Customer's Obligations

1. The customer is responsible for ensuring that the information provided in the order is complete and accurate, as well as to notify the provider of any changes of the data, in particular names, legal forms, addresses, contact details or payment data.

2. In the service, the administration of the users of the service is done by the customer himself. The provider will only send once, with the acceptance of the contract, access data of an initial user. This initial user has the rights to create additional users (the initial user has administration rights). The customer is obliged to change the assigned password of the initial user immediately. Alternatively, the customer can also create his own user(s) with administrator rights and delete the initial user from the system.

3. The customer is obliged to use secure passwords. The customer must carefully manage the access data of its users, keep them confidential, protect them from third-party access and do not pass them on to unauthorized users.
4. Access to the service requires internet access as well as a web browser. Both must be procured by the customer. The web browsers Firefox and Google Chrome are supported in the version 83.0 (Firefox) and 87.0.4280.88 (Google Chrome). Additionally, the provider endeavors to support the latest versions of both browsers.
5. In order for the provider to be able to remedy the defect, the customer must provide the provider with insight into the documents / data from which the nature of the defect has resulted (possibly the provider must be granted access to the service). In addition, the customer has to assist the provider in the error detection and elimination.
6. In commercial use only: The customer must notify the provider of any defects of the subject of the contract immediately in writing. If the customer fails to provide timely notification for reasons for which he is responsible, this constitutes a co-causation or a contributory negligence. If the provider was unable to remedy the defect, because of a delay of the notification (or if no notification was made at all), the customer is not entitled to claim compensation for damages occurred from the defect. The customer has to prove that he is not responsible for the delay or omission of the notification.
7. The customer is responsible for data backups (creating the backups and storing them on external devices). A data backup must include not only the data of the business objects but also the configuration data of the business objects and, if desired, the jobs that have been run. The provider does not have the obligation to create or store backups.
8. The provider is not responsible for the content of the data that the customer processes or stores in the service. The customer ensures that the contents of his data do not violate legal regulations or rights of third parties. In particular, extremist, violent, racist, discriminatory, harmful to minors or racist content are not allowed.
9. The customer is obliged to check files and information for viruses before uploading them into the service and he or she is obliged to use state-of-the-art anti-virus programs. Files sent from the customer to the provider (e.g. per e-mail) must also be checked.
10. The customer must conclude a contract of commissioned processing according to Art. 28 EU-GDPR as soon as the provider processes personal data on his behalf.
11. The customer must ensure that plugins developed and installed by himself have their intended purpose and have been successfully tested by the customer.

§ 11 Liability

1. Should the service (or some functions) be unavailable for reasons beyond the control of the provider or for reasons of maintenance, the provider shall not be liable for any damage or consequential damage that the customer may incur.
2. In the service, the customer can configure his individual data model of his business objects. The service offers functions to configure the data model. However, these functions cannot cover each theoretical possible property or data model. The provider therefore does not assume any warranty or guarantee that the service and its functions are suitable for the purposes of the customer. The responsibility of the provider is the provision of the service only.
3. Liability for damages resulting from non-responsible official measures, labor disputes, accidental damage and force majeure is excluded.

4. The provider cannot control the traffic of data on the Internet. Therefore, the provider does not warrant that the data traffic on the Internet for the service (incoming and outgoing data traffic) runs trouble- and error-free.
5. The provider is not responsible for any unlawful behavior of the customer, even if it relates to content and use of the service. The customer also indemnifies the provider against any claims arising from the circumstances of § 10 (Customer's Obligations).
6. The provider or one of its vicarious agents is liable for slight negligence only if a considerable contractual or cardinal obligation has been breached. In these cases, the liability of the provider is limited to the amount of the typical and predictable damage.
7. A considerable contractual obligation is an obligation on whose observance the customer can trust, and whose compliance therewith guarantees the orderly execution of the contract.
8. The provider or one of his vicarious agents is only liable for the breach of insignificant contractual obligations in case of gross negligence and intent.
9. For tortious claims, the provider is liable only for intent and gross negligence. However, this does not apply if the tort claims are not excluded from liability according to 6. or 8.
10. Liability according to the German Product Liability Act (Produkthaftungsgesetz), the liability for death, personal injury or damage to health and liability due to mandatory statutory provisions remain unaffected.
11. In the context of free trial versions of the service, the provider accepts no liability, this applies in particular to data loss, as well as consequential damage resulting therefrom.
12. The provider cannot control the contents of the plugins developed by the customer himself. Therefore, the provider is not liable that the self-developed plugins fulfill their intended purpose or that they run trouble- and error-free.
13. The customer's rights based on a defect in quality or material, become statute-barred 12 months after delivery. This does not apply in case of gross negligence or in cases of injury to life, limb or health or intentional damage caused by the provider or one of his vicarious agents.
14. The limitation period for claims is reduced to two years. For the beginning of the statute of limitations § 201 BGB (German Civil Code) applies accordingly. Sentence 1 does not apply to statutory warranty periods and tort claims.

§ 12 Data Privacy

1. The provider collects, processes and uses personal data of the customer only if they are necessary for establishing and processing the contract or for billing purposes, if the customer agrees explicitly to the use or if a legal regulation orders or permits. Further information is available online under Data Privacy (http://www.iterative-daten-modellierung.de/datenschutzbelehrung).
2. The services provided are addressed via the Internet, in which case data is received and / or sent via the Internet. The provider expressly informs the customer that data protection for transmitted data in open networks, such as the Internet, cannot be comprehensively guaranteed according to the current state of the technology. The provider also expressly informs the customer that the data / contents of the customer stored on the server of the service could be viewed by the provider from a technical point of view at any time. Other participants in the Internet may also technically be able to intervene illegally in the network security and to control the message traffic.
3. The data that the customer can store in the service include:
   o registered users of the service,
   o the configuration data of the service,

- o data of the individual business objects of the customer, which are based on the configuration data,
- o as well as file attachments and import files
4. The customer's data and contents, which he or she processes and / or stores in the service, belong to the customer's property. In no case these are passed on by the provider to third or sold. A data transfer can only be made if the customer agrees to it or a legal regulation orders or permits it.
5. The provider cannot control which data models and structures the customer defines in the service and with which content the customer fills them. Therefore, the customer must ensure that data models / structures, content and their processing meet the legal requirements.
6. The provider may create data backups of the service for the purpose (and only for this purpose) of system recovery and failure protection after system crashes, hacker attacks and infrastructure defects. However, the customer does not have any claims to these data backups. If available, the provider must delete these data backups after termination of the contract. Instead the customer is obliged to take care of creating data backups and to store them externally (see also § 10).

§ 13 Miscellaneous

1. This contract and the entire legal relationships between the customer and the provider are subject to the laws of Germany to the exclusion of the UN Sales Convention (CISG).
2. In commercial use only: The exclusive place of jurisdiction shall be our place of business.
3. In non-commercial use only:
   - o If the customer has no general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract is our place of business.
4. These terms and conditions also apply to updates and upgrades of the services.

§ 14 Support

1. The provider offers the customer support via e-mail. Support includes bug fixes and corrections of properties of the subject of the contract in accordance with § 8 and § 9 of these general terms and conditions. These support services are provided to the customer at no additional cost.
2. Support requests have to be sent to *info@iterative-daten-modelllierung.de.*
3. The provider may, if he considers this to be necessary, also provide the support by other means (for example, by telephone) if it is reasonable to the customer.
4. The provider has technical access to the underlying server on which the service is running, however, the provider has no access data to log in the service itself (also called functional access). If the provider, for troubleshooting or error analysis, is in need of functional access to the service, the customer gives access to the provider and (if necessary) establishes a user for the provider. This functional access of the provider is only temporary and can and should be deleted by the customer after a successful error removal.
5. Support does not include assistance for the use of the service (like configuration of business objects, import / export of data, etc.), but refer to faulty or missing properties (according to § 8 and § 9) of the service. If the customer wants assistance for the use

of the service, then this usually has to be commissioned for a fee (depending on the individual situation).

§ 15 Severability clause

Should individual terms or conditions of this contract be or become ineffective or in case the contract is incomplete, this will not affect the remaining terms and conditions.

Alternative Dispute Resolution in accordance with Art. 14 (1) ODR-VO and § 36 VSBG:

The European Commission provides an platform for online dispute resolution (OS), which is available at https://ec.europa.eu/consumers/odr. We are not obliged to participate in a dispute resolution procedure before a consumer arbitration board and will decide on a case-by-case basis individually.